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7 *Attorneys for Defendant,*
State Farm Mutual Automobile Ins. Co.

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 DENISE F. BLAIS,

12 Plaintiff,

13 vs.

14 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; DOES I through 10,
15 inclusive; and ROE CORPORATIONS 11 through
20, inclusive,

16 Defendants.

CASE NO: 2:18-cv-00726-GMN-PAL

**STIPULATION AND ORDER FOR
REMAND, DISMISSAL OF EXTRA-
CONTRACTUAL CLAIMS WITH
PREJUDICE, AND CAP ON DAMAGES
AT \$50,000**

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18 This Stipulation and Order for Remand, Dismissal of Extra-Contractual Claims With Prejudice,
19 and Cap on Damages at \$50,000(hereinafter "Agreement") is entered into by Plaintiff, Denise F. Blais,
20 ("Plaintiff"), and Defendant, State Farm Mutual Automobile Insurance Company ("State Farm"),
21 (collectively referred to as the "Parties"), as an alternative method of resolving a dispute that has
22 allegedly arisen from an January 20, 2017, automobile accident and subsequent claims handling, which
23 culminated in a lawsuit styled *Denise F. v. State Farm Mutual Automobile Insurance Company, et al*,
24 currently pending in the United States District Court, District of Nevada, Case No. 2:18-cv-00726-
25 GMN-PAL. Plaintiff is represented by Hicks & Brasier PLLC. State Farm is represented by Hall Jaffe
26 & Clayton, LLP.
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1 The following terms and conditions of this Agreement will become effective upon the signature
2 by the Parties and the execution and filing of the same by this Court.

3 1. State Farm issued an policy of automobile insurance, which provides, among other
4 coverages, uninsured motorist ("UIM") coverage of up to \$50,000 "each person," subject to all terms,
5 conditions, limitations of the policy and any applicable offsets.

6 2. In an effort to resolve all disputes and controversies between the Parties arising out of and
7 relating to the subject automobile accident and subsequent claims handling, the Parties have agreed to
8 remand this case from federal court to state court; dismiss any/all extra-contractual claims (e.g., bad
9 faith, violations of NRS 686A.310, punitive damages, etc.); cap all damages and exposure related to
10 State Farm at \$50,000, which is the limit of UIM coverage available to Plaintiff, after all applicable
11 offsets; and allow the case to proceed through Nevada's court annexed arbitration program. The Parties
12 agree and understand that after any arbitration award or decision is rendered, the Parties have reserved
13 their rights to appeal the award or decision by timely filing for a trial de novo, and having the matter
14 resolved under Nevada's "short jury trial" program, although the damages will still remain capped at
15 \$50,000.

16 3. Because the amount in controversy is capped at \$50,000, there no longer exists any
17 amount in controversy sufficient for this Court to exercise jurisdiction over the case and, as such, the
18 case will be remanded to the Eighth Judicial District Court, District of Nevada, Case No. A-18-770944-
19 C, Dept. 18. Once the case has been remanded, the Parties will coordinate with each other to have the
20 matter placed in the Court Annexed Arbitration Program at the earliest point possible.

21 4. Plaintiff, through this Agreement, agrees to dismiss with prejudice any all claims, which
22 are pled or could have been pled against State Farm as it relates to its claims handling and decision-
23 making, including any/all claims seeking extra-contractual recovery. In other words, the only claim that
24 survives this Agreement involves Plaintiff's legal entitlement, if any, to the UIM proceeds available
25 under the policy, subject to the \$50,000 "each person" limit.

26 5. No attorneys fees or costs shall be awarded with respect to the removal of this case to
27 federal court and the subsequent remand.
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1 6. This Agreement is binding on the Parties, their heirs, executors, administrators, personal
2 representatives, legal representatives, and other such persons or entities.

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4 Dated this 15th day of May, 2018.

Dated this 15th day of May, 2018.

5 HALL JAFFE & CLAYTON, LLP

HICKS & BRASIER, PLLC

6 /s/ Riley A. Clayton

 /s/ Alison M. Brasier

7 By _____
8 RILEY A. CLAYTON
9 Nevada Bar No. 05260
7425 Peak Drive
Las Vegas, Nevada 89128
Attorney for Defendant

By _____
ALISON M. BRASIER
Nevada Bar No. 10522
4101 Meadows Lane, Suite 210
Las Vegas, Nevada 89107
Attorney for Plaintiff

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11 **ORDER**

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14 **IT IS SO ORDERED.**

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16 **DATED this 23 day of May, 2018.**

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18 UNITED STATES DISTRICT COURT JUDGE
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